

COPY

PTO/SB/98 (08-11)

Approved for use through 07/31/2006. OMB 0651-0C51  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Eyal S. RonApplication No./Patent No.: 10/007,184Filed/Issue Date: November 13, 2001Entitled: END MODIFIED THERMAL RESPONSIVE HYDROGELSMADASH LLC  
(Name of Assignee), a Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or2.  an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From: Lev Bromberg, Marina Ternchanka To: Eyal S. RonThe document was recorded in the United States Patent and Trademark Office at Reel 011635, Frame 0356, or for which a copy thereof is attached.2. From: Eyal S. Ron To: MADASH LLC

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet. Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3. If the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

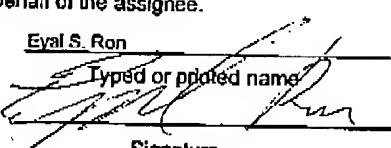
June 22, 2004

Eyal S. Ron

Typed or printed name

617 308 8200

Telephone number



Signature

President, CEO

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**COPY****ASSIGNMENT**

For valuable consideration, we,

| Full Name of Assignor | City      | State (and Country if not USA) |
|-----------------------|-----------|--------------------------------|
| Eyal S. RON           | LEXINGTON | Massachusetts                  |

hereby assign to

| Full Name of Assignee | State of Incorporation | Business Address                    |
|-----------------------|------------------------|-------------------------------------|
| MADASH LLC            | MASSACHUSETTS          | 7 Coach Road<br>Lexington, MA 02420 |

and to its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title, and interest throughout the world in the inventions and improvements which are subject of one or more applications for United States Patent signed by us, identified as:

| Title of Application                      | Filing Date/Issue Date           | Serial Number/Patent Number |
|---|----------------------------------|-----------------------------|
| END MODIFIED THERMAL RESPONSIVE HYDROGELS | November 13, 2001                | 10/007,184                  |
| END MODIFIED THERMAL RESPONSIVE HYDROGELS | August 4, 1999/November 13, 2001 | 09/368,440/6,316,011        |

and we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment includes said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our names or in its own name for patents, utility models, design registrations, and like rights of exclusion, and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements, and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Lexington, MA,  
this 22 day of June, 2004

Eyal S. RON L.S.

Witness: MARY ROSE SCOTTAFAN Mary Rose Scottafan 6/22/04  
PRINTED NAME SIGNATURE DATE



UNITED STATES DEPARTMENT OF COMMERCE  
 Patent and Trademark Office  
 ASSISTANT SECRETARY AND COMMISSIONER  
 OF PATENTS AND TRADEMARKS  
 Washington, D.C. 20231

JUNE 06, 2001

PTAS



\*101667597A\*

EVAL S. RON  
 7 COACH ROAD  
 LEXINGTON, MA 02420

COPY

UNITED STATES PATENT AND TRADEMARK OFFICE  
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/19/2001

REEL/FRAME: 011635/0356  
 NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

BROMBERG, LEV

DOC DATE: 11/02/1998

## ASSIGNOR:

TEMCHENKO, MARINA

DOC DATE: 11/02/1998

## ASSIGNEE:

RON, EVAL S.  
 7 COACH ROAD  
 LEXINGTON, MASSACHUSETTS 02420

SERIAL NUMBER: 60097741  
 PATENT NUMBER:

FILING DATE: 08/24/1998  
 ISSUE DATE:

SERIAL NUMBER: 09368440  
 PATENT NUMBER:

FILING DATE: 08/04/1999  
 ISSUE DATE:

**COPY**

011635/0356 PAGE 2

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

3.19.01

Substitute Form PTO-1595

04-04-2001



Docket Number: EMP Hydrogen

Certified

101667597

I hereby certify under 37 C.F.R. § 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to BOX ASSIGNMENT, Commissioner, United States Patent and Trademark Office, Washington, D.C. 20231.

Printed Name

Signature of Person Mailing Correspondence

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Please record the attached document.

|  |  |
|--|--|
| 1. Names of all conveying parties:<br><br>Lev Bromberg<br>Marina Temchenko   | 2. Names and addresses of all receiving parties:<br><br>Eyal S. Ron<br>7 Coach Road<br>Lexington, MA 02420   |
| Additional names attached: NO  | Additional names/addresses attached: NO  |
| 3. Nature of conveyance:<br><input checked="" type="checkbox"/> Assignment<br><input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement<br><input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other: _____ |  |
| Execution Date: November 2, 1998   |  |
| 4. Application numbers or patent numbers:<br><br>A. Patent Application Numbers:<br><br>60/097,741<br>09/368,440  | B. Patent Numbers:   |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br><br>Eyal S. Ron<br>7 Coach Road<br>Lexington, MA 02420  | 6. Total number of applications involved: two (2)<br><br>7. Total fee (37 C.F.R. § 3.41): \$80.00<br><input checked="" type="checkbox"/> Fee enclosed<br><input type="checkbox"/> Authorized to charge deposit account |

DO NOT USE THIS SPACE

14/04/2001 DBYRHE 00000014 60097741

11 FC-581

AO.00.DP

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.*Eyal S. Ron  
Name of person signing

Signature

Date

# MADASH, LLC.

## Agreement between Lev Bromberg, Marina Temchenko and Eyal S. Ron

This agreement is between Eyal S. Ron (hereinafter "Assignee") and Lev Bromberg and Marina Temchenko (hereinafter collectively the "Assignors").

Assignors agree to assign all right, title and interest in inventions relating to bioadhesive-thermal responsive hydrogels based on end-modified block copolymers of poly(ethylene oxide) and poly(propylene oxide) substantially as described in US Provisional "Self-Assembling Copolymers and Methods Relating Thereto" application No. 60/097741, filing date August 24, 1998, and as will be described in US Patent Application Entitled "Thermal Responsive and Bioadhesive Hydrogels" to be filed by Assignee and Assignors, hereinafter the "Technology".

Assignors agree to provide all data and technical information in their possession relating to the Technology for the purpose of preparing the application named herein above.

In consideration therefore, Assignee agrees to give collectively to Assignors for them to distribute between themselves as they deem appropriate:

1. 15% royalties on all milestone payments received by Assignee from third parties for activities related to the Technology;
2. 10% of all royalty payments received by Assignee from third parties based on sales of material or product related to the Technology;
3. 0% royalties on money received by Assignee from third parties allocated for R & D;
4. Assignee agrees to compensate Assignors for R & D activities related to the Technology performed by Assignors when such activities are supported by third parties, the compensation to be mutually agreed upon.

Assignee will issue all amounts due within 45 days of receiving and cashing the payment from a third party.

# MADASH, LLC.

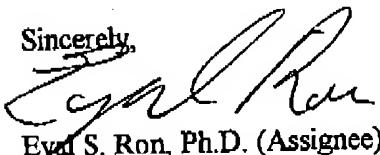
In the event that a company, hereinafter "NewCo", will be structured around the Technology, Assignors will have the option to convert a portion of their royalty income to 5% equity. The deal will look as follow:

- I. 10% royalties on all milestone payments received by Assignee from third parties for activities related to the Technology;
- II. 5% of all royalty payments received by Assignee from third parties based on sales of material or product related to the Technology;
- III. 3% of net sales of products covered under the Technology and sold directly by NewCo.
- IV. 0% royalties on money by Assignee from third parties allocated for R & D;
- V. 5% equity in NewCo as a founder stock (vested over 3 years);
- VI. In case Assignors are not employed by NewCo, Assignee agrees to compensate Assignors for R & D activities related to the Technology performed by Assignors, the compensation to be mutually agreed upon.

Assignee will issue all amounts due within 45 days of receiving and cashing the payment from a third party. Assignee will pay for all patent costs and other expenses as relating to marketing and developing the Technology.

Your continued involvement will increase the chance of this opportunity to succeed.

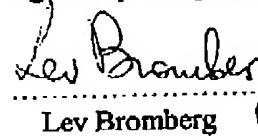
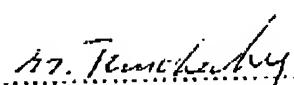
Sincerely,



Eyal S. Ron, Ph.D. (Assignee)

Tuesday, October 27, 1998

Agreed by Assignors:

|   |          |  |          |
|---|----------|--|----------|
|  | 11/02/98 |  | 11/02/98 |
| Lev Bromberg  | Date     | Marina Temchenko   | Date     |

COPY

|   |  |
|---|--|
| 1138  |  |
| MADASH, LLC   |  |
| 7 COACH RD.   |  |
| LEXINGTON, MA 02173   |  |
| 5-08/110  |  |
| DATE <u>June 27, 2003</u>                                   |  |
| \$205.00  |  |
| <u>Two hundred and five</u> <u>60/100</u> DOLLARS <u>00</u> |  |
| THE <u>Commissioner of Patents</u>                          |  |
| <u>BankBoston</u> <u>2114</u>                               |  |
| BankBoston, N.A.  |  |
| USSN <u>161007184</u>                                       |  |
| 11:00 AM 138 1:0110003901 523 1741711                       |  |